**BY U.S. MAIL**

February 14, 2007

William R. Woody - Marine Accident Investigator  
Liam J. LaRue - Marine Accident Investigator  
National Transportation Safety Board  
Office of Marine Safety  
490 L'Enfant Plaza East, S.W.  
Washington, D.C. 20594-2000

MSTC Raymond G. Ball, U.S.C.G.  
U.S. Coast Guard  
Coast Guard Investigations  
Marine Safety Unit Baton Rouge  
6041 Crestmont Drive  
Baton Rouge, LA 70809

Re: M/T KITION allision with I-10 bridge on 2.10.07

Gentlemen:

Please find enclosed the additional documents and items that were requested during the investigation of the allision with the I-10 bridge at Mile 229.2 A.H.P. on February 10, 2007 by the M/T KITION as it was being assisted out of Apex Oil Port Allen by our tugs, PEGGY H and GLADYS B and the Crescent Towing tug MARGARET F. COOPER, which ship was under the guidance of the pilot and the command of the master on board.

Enclosed is an extract from E.N. Bisso & Son, Inc.'s American Waterways Operators ("AWO") Responsible Carrier Program ("RCP") that requires our tugmasters to repeat back orders given by the pilot. (Ex. 1). The AWO/E.N. Bisso RCP manual and this particular part was shown to you yesterday while you were in the pilothouse of the GLADYS B. In addition, we are providing Fleet Notice No. 04, which addresses the same requirement in more detail. (Ex. 2). Fleet Notices are retained on board our vessels. Also enclosed is a copy of the report from Val's Diving Service, Inc., dated February 12, 2007, that shows an underwater inspection of the E.N. Bisso tug PEGGY H revealed no damage (which surely would have been present if the KITION's mooring cable was snagged by the PEGGY H's propellers). The original of this document was shown to you during the inspection of the PEGGY H and GLADYS B yesterday. (Ex. 3).

While E.N. Bisso wishes to fully cooperate with the investigation of the KITION's allision, the production of the documents furnished herewith (or previously produced) or the inspection of the tugs PEGGY H and GLADYS B by the NTSB and/or U.S. Coast Guard does not waive any rights of E.N. Bisso. E.N. Bisso furthermore reserves its right to designate any of the documents it

[www.enbisso.com](http://www.enbisso.com)



INTERTANKO



The American Waterways Operators  
**RESPONSIBLE  
CARRIER  
PROGRAM**

INTERCARGO




produced in connection with the investigation as confidential, proprietary information pursuant to 49 C.F.R. § 831.6.

With reference to the testimony given by our two captains, Roddy Lacour (PEGGY H) and Kyle LeBlanc (GLADYS B), we ask that we be supplied with the transcripts of the interviews (by email in Word format) to [mvitt@enbisso.com](mailto:mvitt@enbisso.com) or by mail as appropriate.

Finally, we are enclosing some samples of the Saliva Test kits along with the directions for their use as was requested by Mr. Woody. Should you require any further information, please call me at 504-828-7178. Best wishes.

Sincerely yours,

  
Michael F. Vitt  
General Counsel

w/enc.

cc: file

## EX. 1

## **FLEET NOTICE**

**NUMBER:** 04

**SUBJECT:** **REPEATING OF ORDERS**

**Effective Date:** **22 March 2001**

**Cancellation Date:** **PERMANENT**

**FOR INFORMATION:** \_\_\_\_\_

**FOR ACTION:** **X**

**Page 1 of 3**

---

### **Background**

Three seemingly unrelated problems actually have the same root cause.

In the first instance a tug Captain thought he heard an order from a pilot telling him to push on a ship when in fact the pilot meant him to pull. We were put on notice for all (unnecessary) expenses associated with the resulting alleged damage.

In the second instance a dispatcher took an order from an agent and wrote down an order time of 1600 when in fact the job was supposed to start at 1500. The result was that competitor tugs had to be used for the job (an unnecessary expense).

In the third instance it was noticed that persons on tugs taking orders from dispatchers often responds to those orders with an "okay". It was also noticed that orders must frequently repeated more than twice. There have been times orders inaccurately understood by the person receiving orders on tugs resulted in either a delay to a customer (an embarrassment and sometimes costly), or work being subcontracted to a competitor (an unnecessary expense).

In each of these instances the common problem is communication, specifically lack of confirmation of orders. The results are also common – building a reputation of being an unprofessional organization and significant unnecessary expense.

### **Discussion**

The "fix" to all these problems is simple – all orders are to be repeated back by the person receiving them.

### **Actions**

Effective with receipt of this notice the following actions are required:

*[continued on next page]*

## Dispatchers

- Dispatchers will use a standard form for receiving orders from customers.
- Dispatchers will repeat all orders for services to the person ordering those services.
- Dispatchers will pass orders to tugs in a standard format, following a form to be provided to tugs.
- Dispatchers will require all orders to tugs to be repeated by the person receiving the orders aboard the tug.
- When subcontracting work to a competitor, the dispatcher will require the competitor's dispatcher to repeat the orders.

## Captains

- Captains will use, and require all other persons on their tug to use, a standard form provided by the company for receiving orders from dispatchers.

Completed forms are to be retained aboard for two (2) weeks, after which they may be destroyed.

- Captains of tugs are to ensure that an individual aboard their tug who receives orders from a dispatcher repeats the complete order to the dispatcher.

- When providing tug services to any vessel, at the direction of a third party, the Captain/Relief Captain/ Wheelman at the helm is to briefly repeat the order understood to individual with authority to give the order, before executing the order.

For example, if a pilot is understood to be telling the PEGGY H. to push half ahead, it would be proper to repeat "PEGGY COMING HALF AHEAD" before increasing RPMs. This would give the pilot time to hear the order and if not what he wanted he could say "No, PEGGY come full ahead!", to which the response would be "PEGGY COMING FULL AHEAD".

While some may see this as unnecessary, or over-kill, or repeating the obvious, it is important to ensure and remind all that we are required to carry out our obligations, as dictated by maritime law.

## Cancellation

No previous directives are cancelled by this notice.

**END OF NOTICE**

## Attachments

1. Sample dispatcher Tug Service Order Sheet
2. Sample Tug Service Order Form

Drafted By: W. Kristiansen

Approved By: W. Kristiansen

Fleet Notice 04 Reviewed

Signature

Date

Signature

Date[illegible][illegible]

## Distribution

Master Fleet Notice Book  
Vice President, Sales  
Controller  
Assistant Controller  
Manager, Port Operations  
Manager, Maintenance & Repair  
Dispatching Manager  
Personnel Manager  
Dispatcher

## Tugs

A. T. HIGGINS  
BEVERLY B.  
CAPT. BUD BISSO  
CAPTAIN ED  
C. D. WHITE  
CATHERINE B.  
DEE WHITE  
EDWIN N. BISSO  
ELIZABETH B.  
GLADYS B.  
J. A. BISSO  
JACKIE B.  
MISS SARAH  
PEGGY H.  
SUSAN W.  
VERA BISSO

## EX. 2



<b>E. N. Bisso &amp; Son, Inc.</b> <b>Responsible Carrier</b> <b>Program</b> <b>Vessel Operating</b> <b>Procedures</b>	<b>8.</b> <b>Vessel-to-Vessel</b> <b>Communications</b>	<b>Procedure Number: II. A. - 8</b>	
		<b>Approved By:</b> WK	<b>Distribution:</b> A, B, C
		<b>Effective Date:</b> 08/01/03	<b>Review Date:</b> 08/01/05

- 4) When offshore, the licensed person on watch must do the following:
- a Monitor VHF channel 16 and any other applicable VHF channel
  - b Monitor any SSB channel that may be required
  - c Monitor GMDSS as may be required
- 5) When working with Pilots or conducting ship assist work in the river repeat the order before executing it.



## EX. 3



\*INVOICE NO. \_\_\_\_\_

VAL ROUDOLFICH

P.O. BOX 790

MARRERO, LA. 70073

394-6569

TO \_\_\_\_\_

P.O. BOX \_\_\_\_\_

DATE 2/12/07 TIME 1:30 AM PM

CUSTOMER  
ORDER NO. \_\_\_\_\_

BOAT  
OWNER: Bisso

\*Please refer to our invoice number with your remittance.

Motor Vessel: <u>PEGGY H</u>	at: <u>BATON ROUGE</u>		
Diver and tender with all necessary diving equipment: <u>COMPLETE INSPECTION</u>			
<u>FOUND NUTS, RUDDERS, WHEELS,</u>			
<u>BEARINGS, ETC ALL OK BOTH</u>			
<u>SIDES. NO UNDERWATER DAMAGE</u>			
<u>THANKS FOR CALLING</u>			
<u>VAL'S</u>			
LABOR		\$	
MILEAGE			
DIVER: <u>STEVE</u>	INVOICE TOTAL	\$	
TENDER: <u>KEVIN K</u>	CUSTOMER'S SIGNATURE		

**TERMS:** Net 30 days from date of invoice, all balances 30 days past due will be subject to a service charge of 1½% per month, 18% annual percentage rate. Accounts past 60 days will be handled on a C.O.D. basis only. If it should become necessary to turn this account over for collection, buyer agrees to pay all collection cost plus reasonable attorney's fees.